

FIG. 1

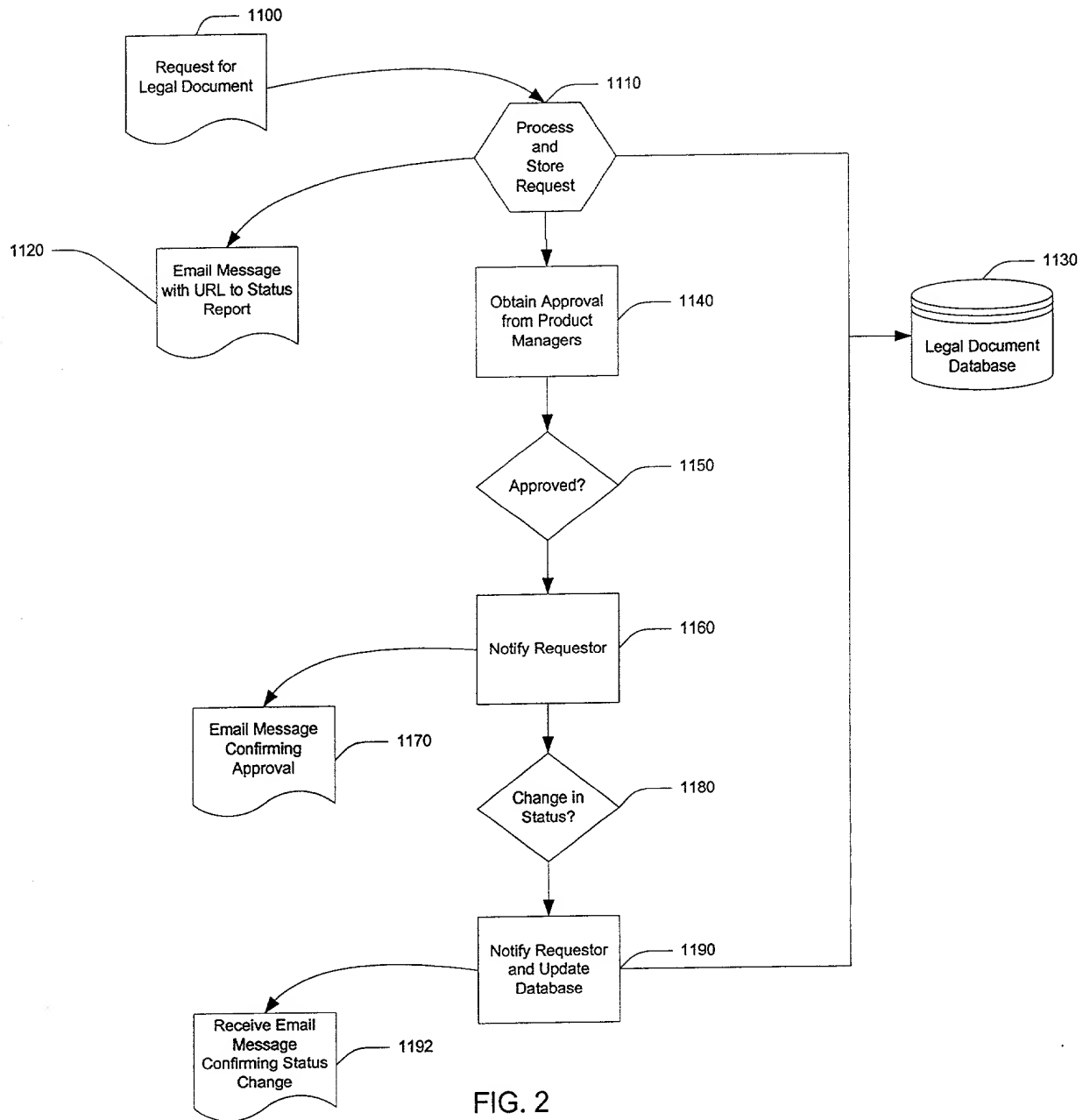


FIG. 2

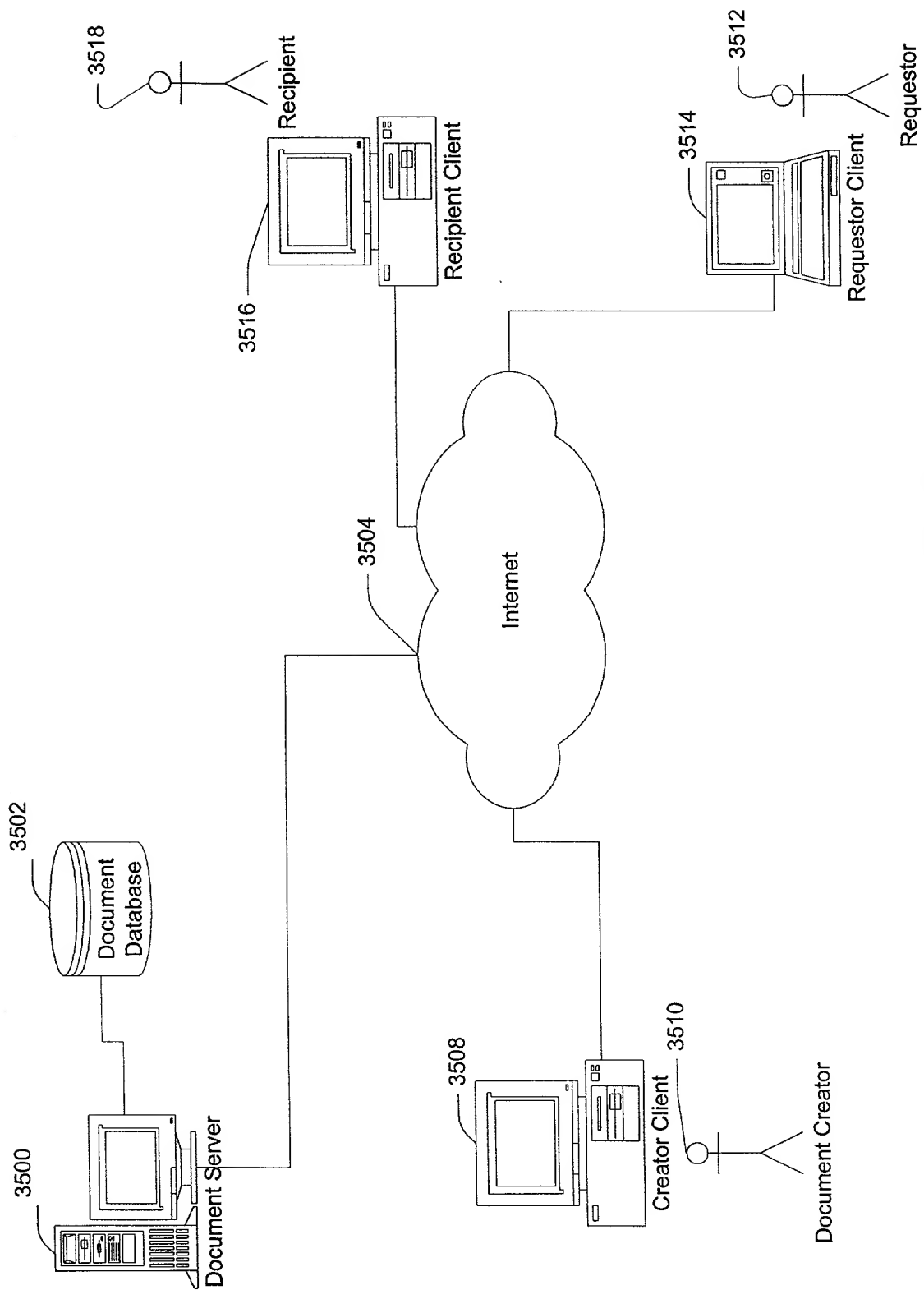


FIG. 3a

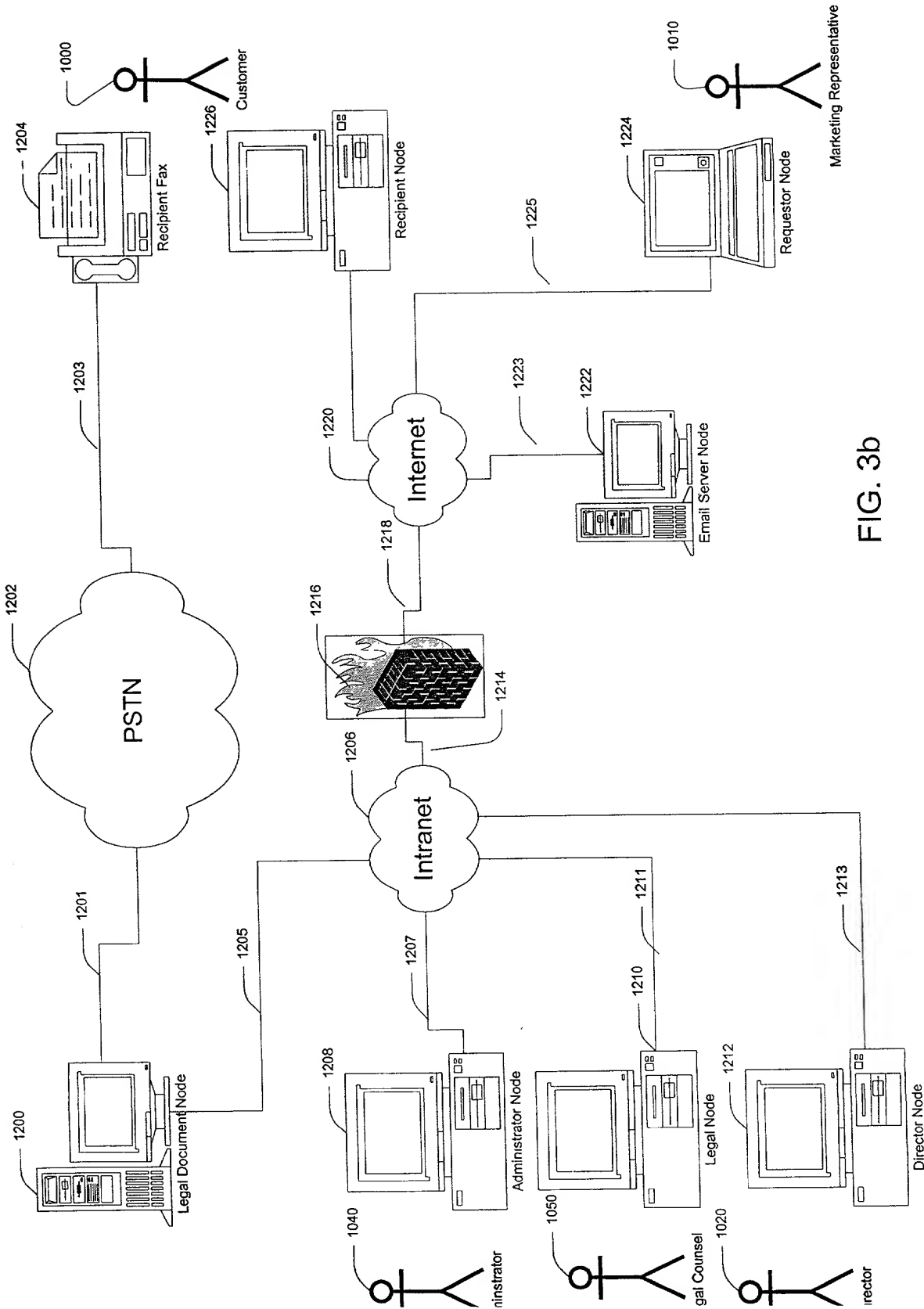


FIG. 3b

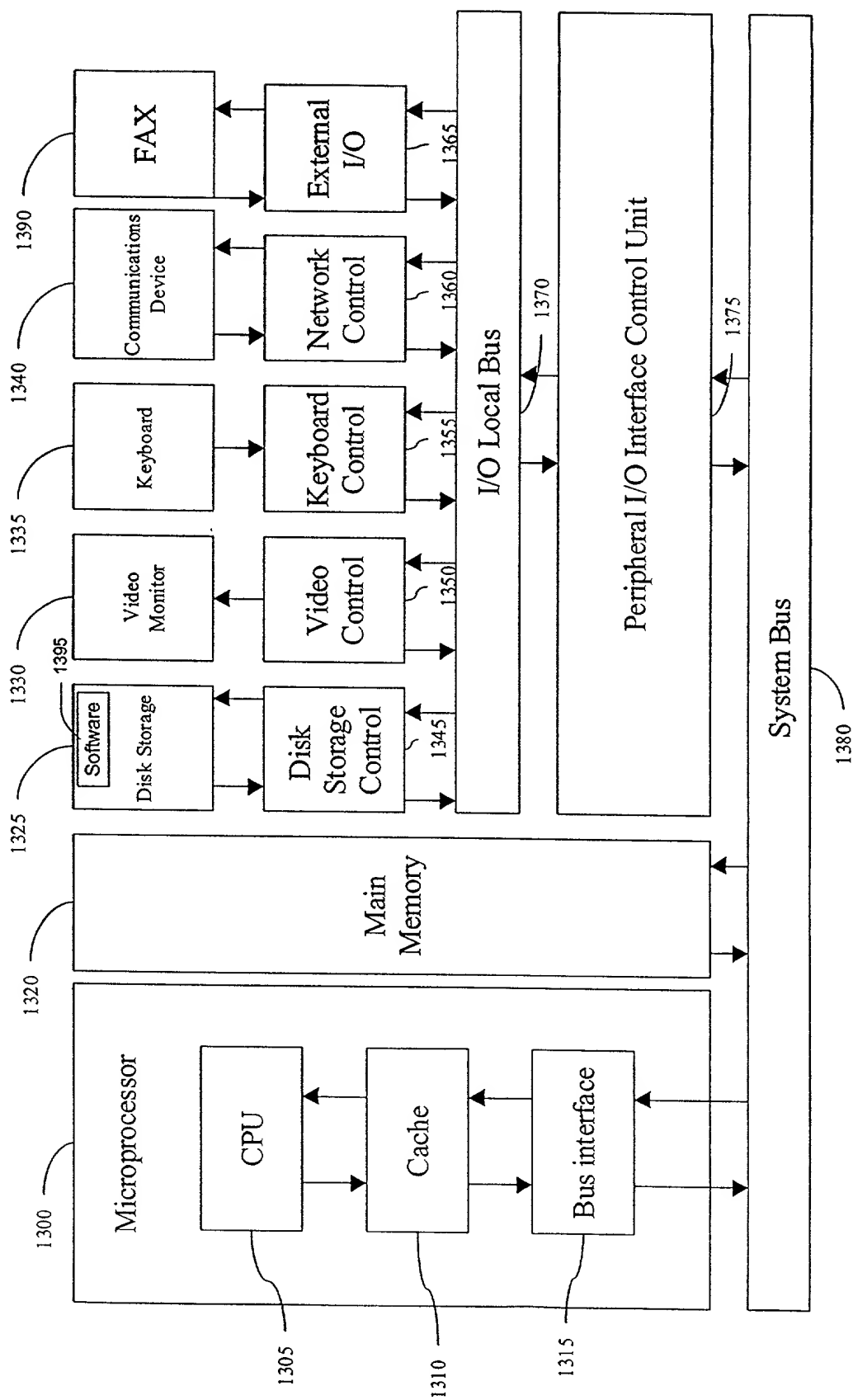


FIG. 4

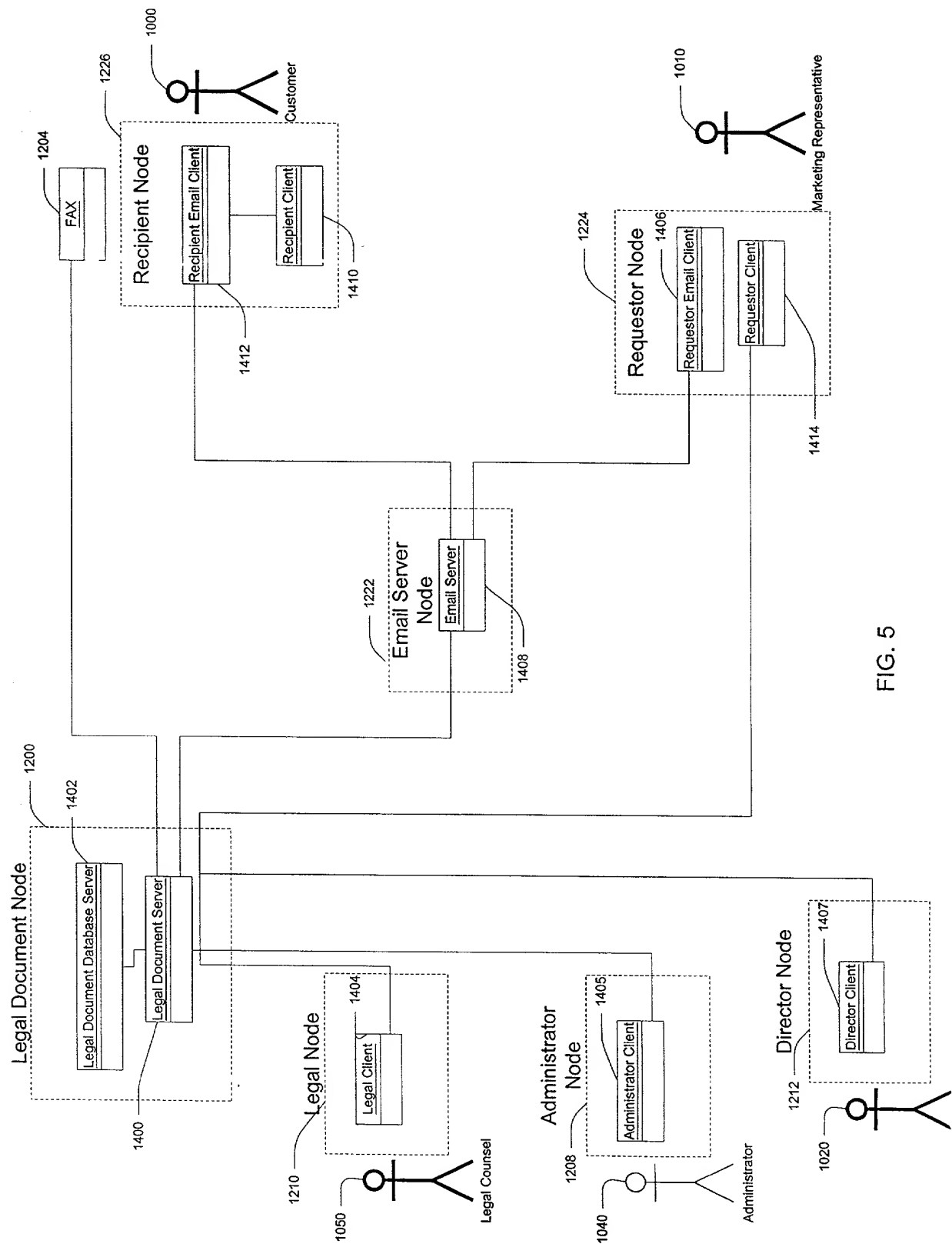


FIG. 5

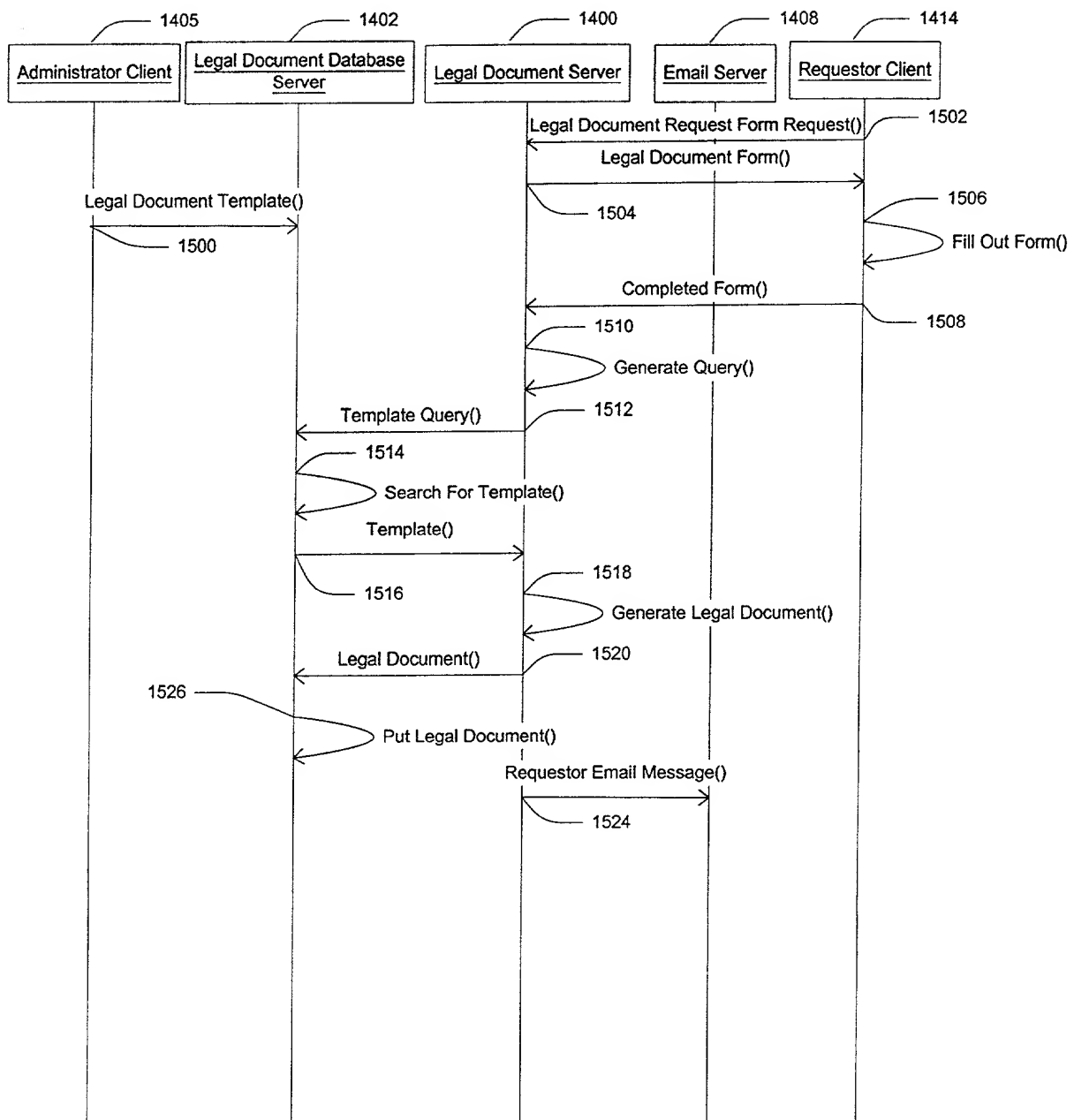


FIG. 6

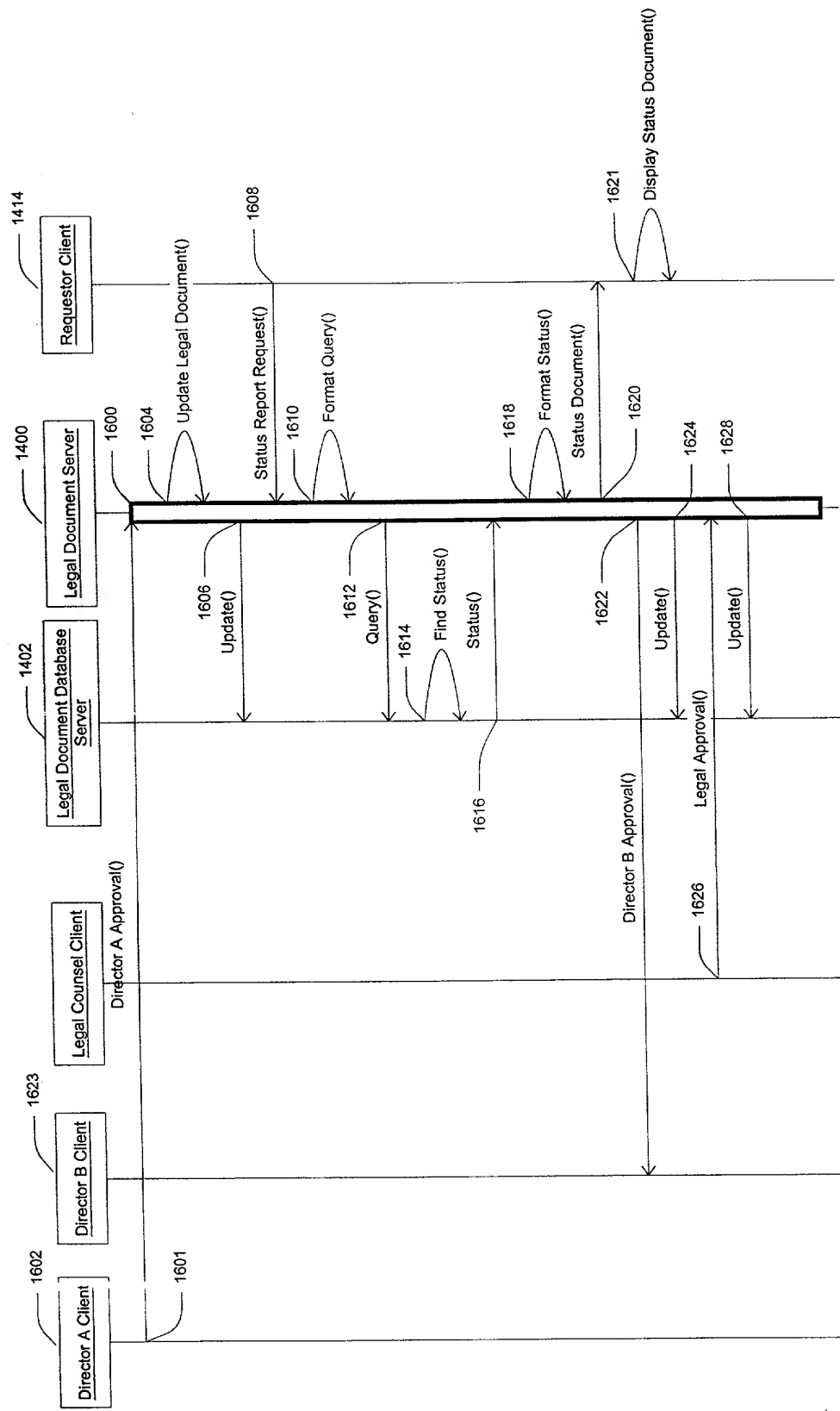


FIG. 7

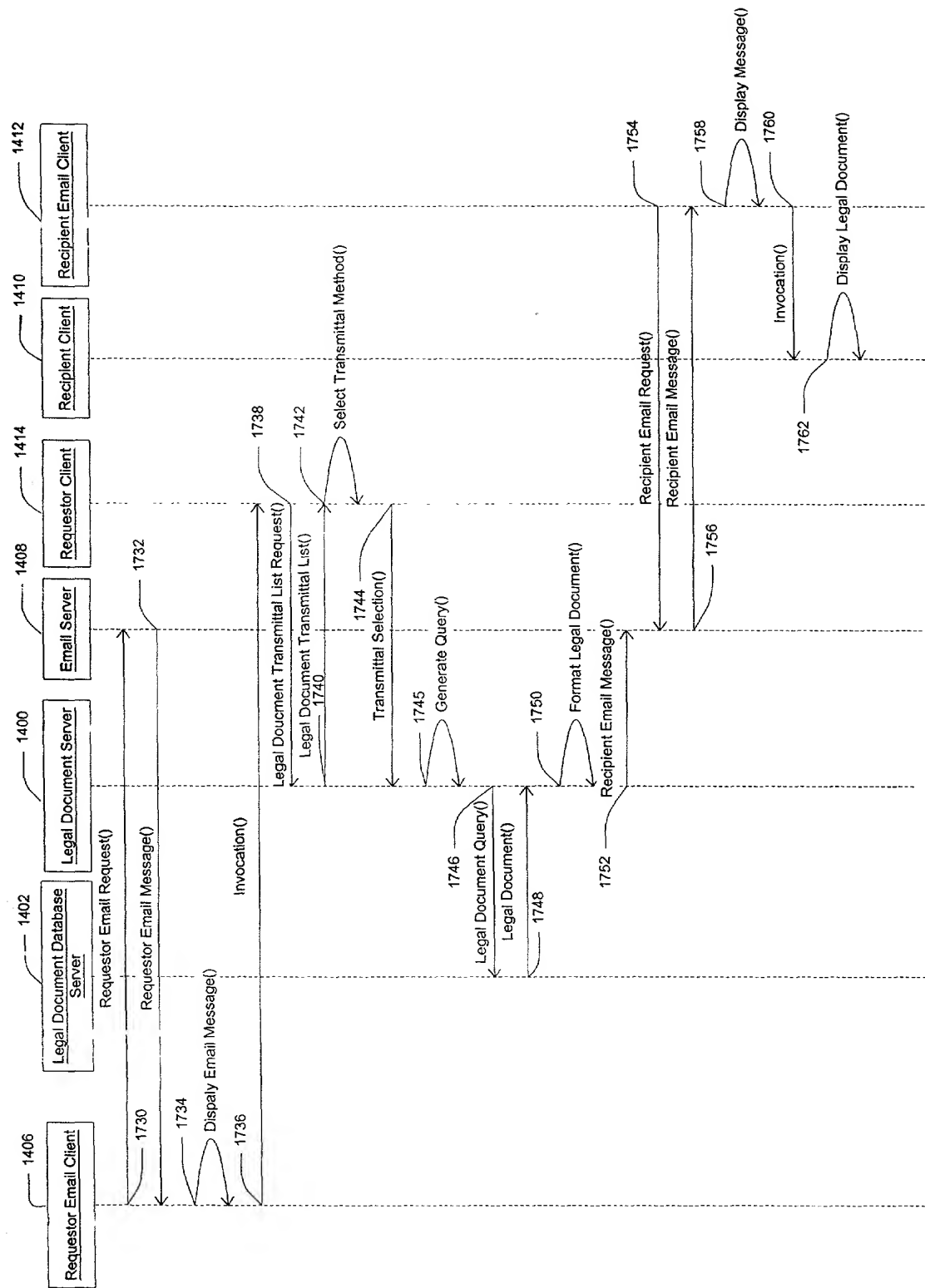


FIG. 8

Welcome to ANDA

ANDA is short for Automated Non-Disclosure Agreement. ANDA is a system for generating, amending, organizing, and filing customer Non-disclosure Agreements (NDA).

WARNING:

Please do not use this system other than for use in connection with providing standard marketing materials to a customer.

NOTE FOR OTHER TYPES OF NDA:

If you would like to generate another type of NDA (e.g. vender, aquisition, partnership, or joint venture) please contact John ----- in (city) at (phone number) or by e-mail at (e-mail address).

SUGGESTIONS:

We appreciate any suggestions and comments you may have to improve ANDA.

Content Responsibility: John ----- (phone number), (e-mail address)

Techical Support: Alan ----- (phone number), (e-mail address)

ENTER ANDA 1700

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FIG. 9

ANDA Main Menu

Customer Non-Disclosure Agreements:

- Generate a NEW customer NDA — 1800
- View and Amend Pre-Existing NDA's (Requires log in) — 1802

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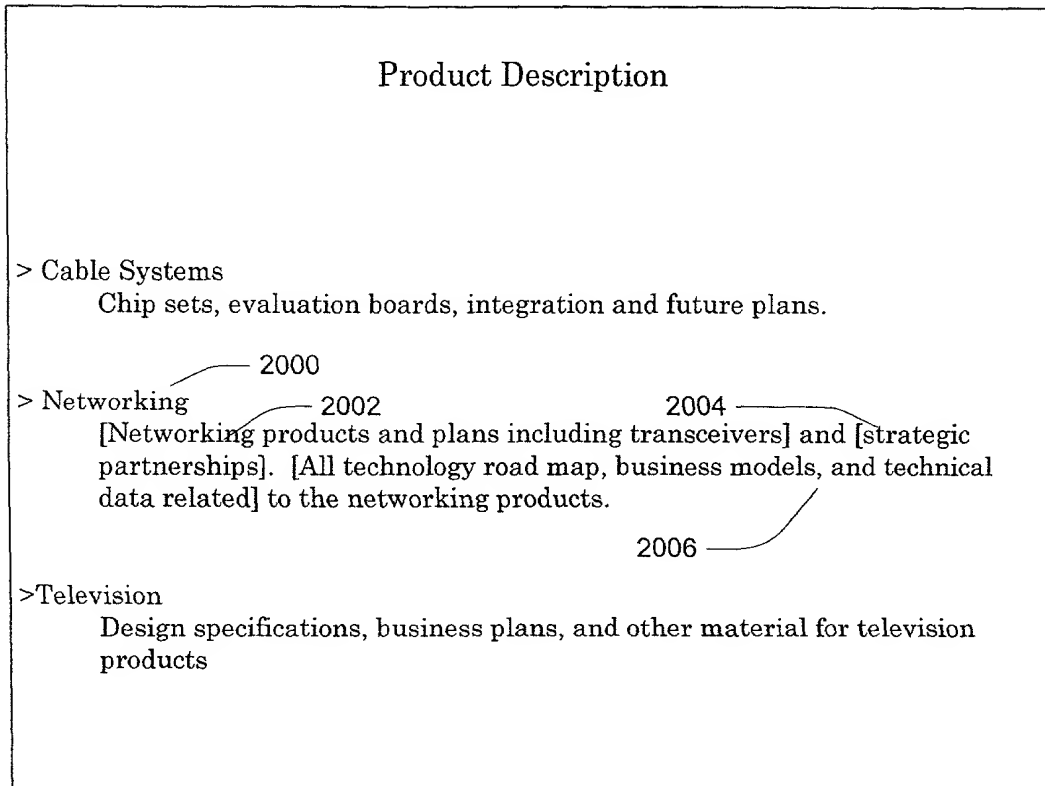
FIG. 10

FIG. 11

ANDA
Automated Nondisclosure Agreement

Please fill out the Customer NDA			
Salesperson	John	Email	j@xxxxxx.com
Customer Name	XYZ Corp	Effective Date:	12/15
Customer Address	1234 Milton Ave		
Product Description	Cable Systems Networking Television		
Click here for Product Description	Additional Information (e.g. new products, customer's confidential information):		
1910			
Customer Contact		Title	
Phone Number		Fax Number	
Notes			
CREATE NDA RESET			
GO TO ANDA HOME PAGE			
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ANDA
Automated Nondisclosure Agreement



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FIG. 12

Email

John

From: Automated NDA System [anda@XXXXX.com]
Sent: Wednesday, December 15
To: John
CC: Alan, John

Dear John,

The following NDA has been created

Effective Date: 12/15
Customer Name: XYZ Corp.
Customer Contact: Dave
Title: Manager
Phone Number: 123-1234
Fax Number: 432-1321
Notes:

Product Description(s):

Cable System Chip sets, evaluation boards, integration and future plans.

Networking products and plans including transceivers and stratigic partnerships. All technology road map, business models, and technical data related to the networking products.

Please select the URL below to print the NDA and to access transmittal options.

http://legal.anda.com/anda/print_help.asp?nda_id=2312&txt_comp=XZY+Corp

Afterwards, please call Mike at 123-1234 regarding NDA

Thank you for using ANDA

FIG. 13

ANDA
Automated Nondisclosure Agreement

2100 { Your NDA for **XYZ Corp.** has been created.
Please select from the following options:

2102 { I. Print and fax NDA Now
FAX Cover sheet
XYZ Corp NDA

2104 { II. Print and fax NDA letter by using your confirmation e-mail.

2108 { III. Save as HTML Doc (this version will not have the ABC logo) and
e-mail as an attachment to your customer. If sending by e-mail, you
may include the following text:

Enclosed for your execution is a copy of our non-disclosure agreement.
Please make 2 copies, sign and fax one copy back to Mike at (123)123-
1234 and me at the above fax number. In addition, please return by
overnight courier or mail two original signed copies to the following
address:

ABC Corporation
Street Parkway
Anytown, CA
Attn: Mike

Upon receipt, Mike will arrange to have one of the originals signed
and returned to you. If you have any questions, feel free to contact
me at the above number.

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FIG. 14

FAX COVER SHEET

TO:	Dave	2312	FROM:	John	2302
Company:	XYZ Corp	2314	Date:	Wednesday, December 15	
Copy:			Page	1 of 5 page(s)	2300
Phone:	12312313	2316	Phone:		2304
Fax:	23143e	2318	Fax:		2306
Subject:	Joint Non-disclosure Agreement	2320	Fax log		2308

For questions or problems regarding this Fax, please call (phone number)

Dear Dave,

Enclosed for your execution is a copy of our non-disclosure agreement. Please make 2 copies, sign and fax one copy back to Mike at (fax number) and myself at the above fax number. In addition, please return by overnight courier or mail two original signed copies to the following address:

----- Corporation
1234 Alton Parkway,
Irvine, CA
Attn: Mike

Upon receipt, Mike and I will arrange to have one of the originals signed and returned to you. If you have any questions feel free to contact me at the number above.

FIG. 15

JOINT NONDISCLOSURE AGREEMENT

This JOINT NONDISCLOSURE AGREEMENT (this "Agreement"). effective from the 15th day of December is made by and between ABC Corporation (ABC) having its principal place of business at 1234 Parkway, Anytown, CA, for itself and its Subsidiaries and XYZ Corp., having a place of business at 1234 Milton Ave, for itself and its subsidiaries ("Company").

WHEREAS. Company and ABC: are desirous of exchanging certain proprietary. information ("Confidential Information") including without limitation technical data, business, financial and marketing plans, technology and product roadmaps, present and future product and integration plans, information on strategic partnerships and alliances and customer relationships, and other technical and business information regarding:

Cable System Chip sets, evaluation boards, integration and future plans.

Networking products and plans including transceivers and strategic partnerships. All technology road map, business models, and technical data related to the networking products.

NOW THEREFORE, in consideration of the aforesaid disclosures and further in consideration of the rights, obligations and covenants hereinafter set forth, it is hereby agreed as follows:

- I. The receiving party will hold in confidence any and all Confidential Information disclosed by the disclosing party (including, without limitation, any Confidential Information of a third party, which shall be considered to be Confidential Information of the disclosing party for purposes of this Agreement) and will exercise the same amount of diligence in presenting the secrecy of that information as the diligence used in presenting the secrecy of the receiving party's own most valuable Confidential Information. but in no event less than reasonable diligence.
- II. Each party acknowledges that the Confidential Information comprises valuable trade secrets and proprietary information belonging to the other. The receiving party agrees not to disclose to any third party Confidential Information disclosed by the disclosing party nor to offer for sale or manufacture or otherwise dispose of to any third party devices or technology utilizing any of the disclosing party's Confidential Information (unless otherwise agreed by the disclosing party in writing).
- III. Information received from the disclosing party shall not be deemed to be Confidential Information if:

FIG. 16

- FIG. 17
- A. The information is not provided to the receiving party in writing or electronic form and marked with a conspicuous written legend as being confidential or, if provided orally or visually, is not identified as confidential at the time of delivery and confirmed as confidential in writing to the receiving party within sixty (60) days thereafter or which a reasonable person would not recognize from the surrounding facts or circumstances to be confidential or secret;
 - B. The information is or becomes generally available to the public, except as the result of an unauthorized disclosure;
 - C. The information is known to the receiving party prior to receipt, and is not subject to a separate non-disclosure commitment on the part of the receiving party;
 - D. The information is or becomes available on an unrestricted basis to a third party other than front the receiving party' or from someone acting under its control (except that a corporate subsidiary of either party shall not be deemed a "third party" hereunder); or
 - E. The information is independently developed by the receiving party without use of or recourse to Confidential Information of the disclosing party. In the event that a court or, any other governmental entity ("Authority") orders the receiving party to produce any of the disclosing party's Confidential Information, then the receiving party may produce only the information specifically required to be disclosed. In the event that any such order is proposed or issued, the receiving party will immediately notify the disclosing party' in writing of the order, and shall cooperate with the disclosing party if the disclosing party elects to object before the Authority regarding the disclosure.
- IV. The disclosing party's Confidential Information shall be made available only to those employees of the receiving party who have reasonable need for such information only to assess the potential business transaction and under no circumstances shall Company's semiconductor division or any employee, officer, agent, or affiliate other than the work group or division of Company considering this transaction have access to the Confidential Information. Specifically, without limitation, each party acknowledges and agrees to use the other party's Confidential Information solely for the purpose of considering a potential business transaction with the other.
- V. The Confidential Information and all intellectual property rights fixed, embodied, or otherwise subsisting therein or arising therefrom, and in all works, inventions, discoveries, know-how, techniques, processes, methods, systems, ideas and other elements thereof, are, and will remain the sole and exclusive property of its owner, over which the owner retains all ownership and all right, title, and interest. Nothing in this Agreement shall be construed to grant to either party any right or license under any patents, patent applications, trademarks, copyrights, mask works, trade secrets or know-foxy of the other party, except for the limited purpose of carrying out the evaluation contemplated by this Agreement. Company agrees that it will not use any of ABC's Confidential Information, and to the fullest extent permissible under applicable law will not use any ABC chip or chip set, to design, reverse engineer, or in anyway to facilitate or aid in the design of, a component, chip or chip set, whether for internal consumption or open market sale, or for any other purpose inconsistent with this Agreement.
- VI. Neither party nor any of its employees, officers, representatives, agents or affiliates may copy Confidential information in whole or in part, absent the prior written consent of the other party. The receiving party within 10 days of the disclosing party's written request, will promptly return all Confidential Information received from the disclosing party, together with all copies, recordings, summaries or other reproductions thereof and all notes and/or other works prepared or

2500

FIG. 17

- VII. The obligations of the receiving party' under paragraphs I, II, and III shall continue for a period of three (3) years from the effective date of disclosure of the Confidential Information. The remainder of the terms of this Agreement shall survive in perpetuity.
- VIII. Although the parties are considering a potential business transaction, neither party has made any commitments to the other. Neither party has been given any assurance that any sort of transaction will ever be entered or even negotiated. Neither party is in anyway responsible for the other party's costs or expenses incurred in any negotiations that may occur. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof. This Agreement merges and supersedes any and all other agreements and representations, written or oral, relating to that subject matter. This Agreement may not be amended except by a writing expressly referring to this Agreement and signed by the authorized representatives of both parties. Any waiver of the requirements in this Agreement must be in writing and should not in any way be deemed a waiver to enforce any other requirements or provisions of this Agreement. If any provision of this Agreement is deemed unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
- IX. The parties acknowledge that the unauthorized disclosure of the Confidential Information of one party by the other party may cause irreparable harm to the owner of such Confidential information that monetary damages alone may not redress. Each party is entitled to seek, from any court of competent jurisdiction, injunctive or other equitable relief to stop or prevent the unauthorized disclosure of such party's Confidential Information.
- X. The receiving party will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from the disclosing party, or the direct product of such technical data, to any prescribed person or country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government.
- XI. The parties agree not to issue or release any articles, advertising, publicity or other public notice relating to any Confidential Information (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the other party, except as may be required by law' and then only after providing the other party with an opportunity to review and comment thereon.
- XII. Each party shall be allowed to work with persons or entities that have independently developed information or materials similar to the Confidential Information; provided, however, that each party agrees to not disclose the fact that any similarity exists between the Confidential Information and the independently' developed information and materials, and each party understands that neither such similarity nor any other fact excuses it from its obligations under this Agreement.
- XIII. This Agreement will be interpreted under California law, notwithstanding the choice of law rules of California or any other jurisdiction. The parties consent to the exclusive jurisdiction and venu of the state and federal courts located in Orange County, California to adjudicate any and all disputes arising under this Agreement. In the event of any action or proceeding to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to be reimbursed for all costs of such action or proceeding, including attorney's fees and costs.

2600

FIG. 18

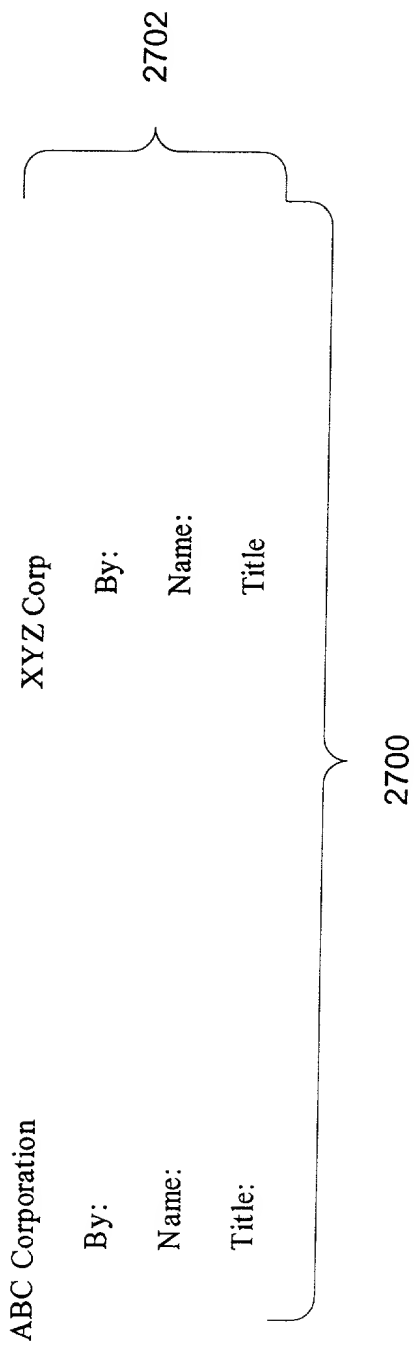


FIG. 19

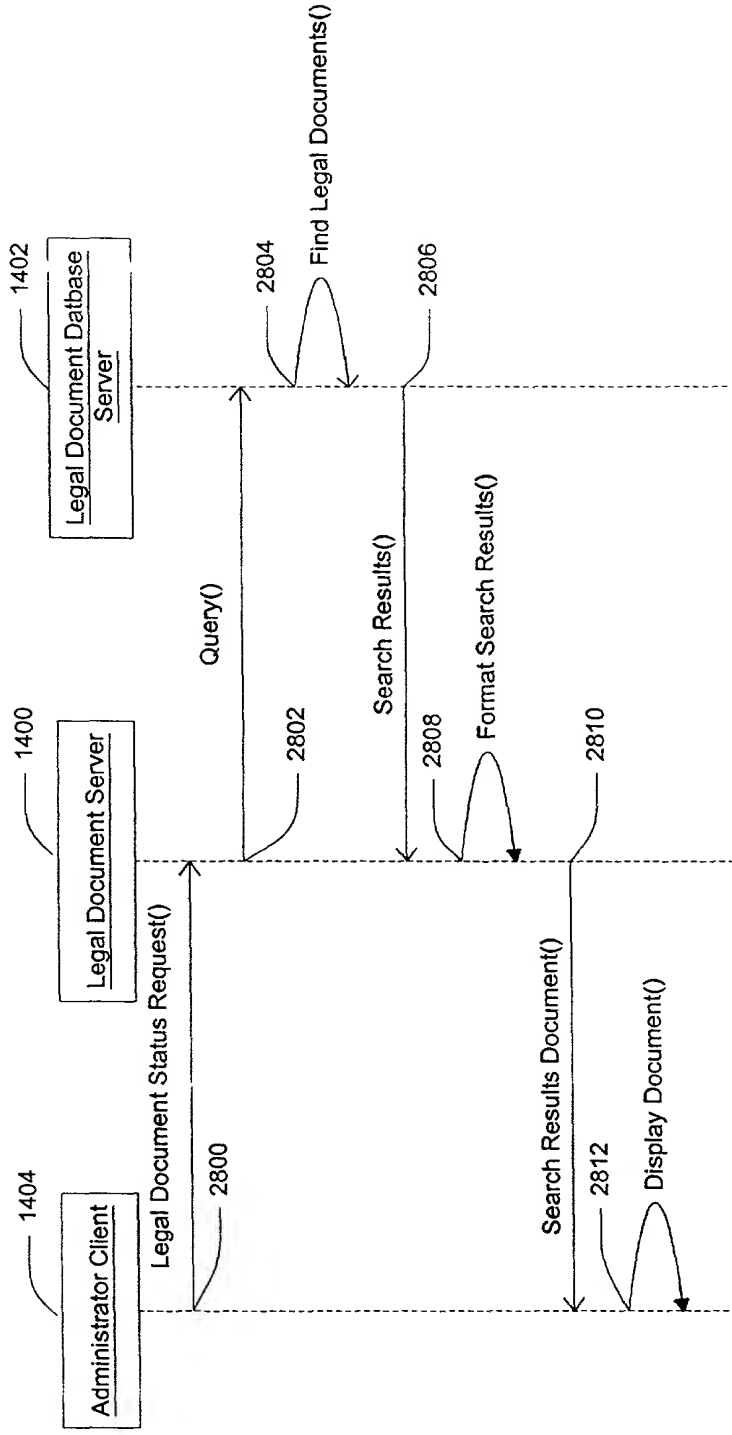


FIG. 20

ANDA
Automated Nondisclosure Agreement

NO RECORDS FOUND

NOTES:

- Click on the customer name to view the details or to make an amendment to the NDA. Listing is limited to those that have the same email address as the logged on user.
- Use the search from on the right to filter the list if necessary. Partial spelling is fine.

Customer Name	<input type="text"/>
<input type="button" value="FILTER"/>	

2900 2902

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FIG. 21

ANDA
Automated Nondisclosure Agreement

3000 {

Customer Name	Created	Received	Routed
XYZ Corp 1234	12/13/99 3:27:27 PM	3002	
XYZ Corp 1234 Milton Ave	12/15/99 1:00:39 PM		

NOTES:

- Click on the customer name to view the details or to make an amendment to the NDA. Listing is limited to those that have the same email address as the logged on user.
- Use the search from on the right to filter the list if necessary. Partial spelling is fine.

Customer Name

XYZ Corp

2900

FILTER

2902

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FIG.22

3100 {

nda_id	date_effective	Company Name	Type	Sales Rep	Received	Date Routed	Director	Completed	int_rev
2312	12/15/----	XYZ Corp	Cable Systems Chip sets, evaluation boards	John				12/25/----	0
2311	12/14/----	----- Systems, Inc	Networking products and plans	Kevin	12/14/----	12/14/----	Bob	12/20/----	0
2310	-	-	-	-	-	-	-	-	-
2309	-	-	-	-	-	-	-	-	-
2308	-	-	-	-	-	-	-	-	-
2307	-	-	-	-	-	-	-	-	-
2306	-	-	-	-	-	-	-	-	-

3102 3104 3106 3108 3110 3112 3114 3116 3118 3120

ANDASYSTEM ADMINISTRATOR

Buttons: [New] [Edit] [Delete]

FIG.23

FIG.24

ANDA
Automated Nondisclosure Agreement

Please fill out the Amendment Info				
Salesperson	John	Email	j@xxxxxx.com	
Customer Name	XYZ Corp	Effective Date:	12/15	
Customer Address	1234 Milton Ave			
Original Product Description	Cable Systems Chip sets, evaluation boards, integration and future plans Networking products and plans including transceivers and strategic partnerships. All technology roadmaps business models and technical data related to the networking products.			
Amendments	Product Description	Received	Routed	Completed
1	Television design specifications, business plans, and other material for television products.			
Amend to Include	Television } The following were already chosen • Cable Systems • Networking }			
Click here for Product Description	Additional Information (e.g. new products, cutomer's confidential information):			

FIG. 25

Customer Recipient	David	3302	Title	Manager	3304
Phone Number	12312313	3306	FAX Number	23143e	3300
Notes					3302
3312					3304
CREATE AMENDMENT					3310
RESET					3304

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As of the 15th day of December, _____ 3408

Re: Amendment No. 1 to Joint Nondisclosure Agreement between ABC Corporation and XYZ Corp ("Company") dated as of the 15th day of December, _____ (the "NDA") 3412

By signing below, Company and ABC agree that the following is also included as confidential information under the NDA which may be used solely in accordance therewith: 3410

3414 { Television design specifications, business plans, and other material for television products. } 3400

Except as expressly stated in this letter agreement and any other amendments entered into in writing between Company and -----, all other terms and conditions of the NDA shall remain in full force and effect. 3404

ABC Corporation	XYZ Corp
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
3418	3406
	3416

FIG. 26